

EXHIBIT A

Amanda Klinger

From: Heidi Cuppy
Sent: Friday, November 21, 2014 3:51 PM
To: [REDACTED]
Cc: Tina Olson; Charles Zimmerman
Subject: Ludus Capital Contract - [REDACTED]
Attachments: Ludus Capital - [REDACTED]

Dear [REDACTED]

Attached is the Ludus Capital Contract you sent Mr. Zimmerman. He signed Exhibit B – Acknowledgment by Counsel. Please let me know if you need anything else.

Thanks,

HEIDI S. CUPPY | PARALEGAL

ZIMMERMAN REED, PLLP
1100 IDS Center, 80 South 8th Street
Minneapolis, MN 55402 T 612.341.0400

[bio](#) [website](#) [vCard](#) [map](#)

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LUDUS CAPITAL

November 20, 2014

Zimmerman Reed, PLLP
1100 IDS Center
80 South 8th Street
Minneapolis, MN 55402
Attn: Charles Zimmerman

Re: [REDACTED] v. NFL

Dear Mr. Charles Zimmerman:

Enclosed please find an assignment agreement regarding the above referenced matter. Kindly review same and return fully executed copies to me at the following address:

Ludus Capital
Attn: Patrick Preece
220 Congress Park Drive, Suite 215
Delray Beach, FL, 33445
(561) 214-4028 (fax) or email mroman@walkerpreston.com

Upon receipt of properly executed documents and satisfaction of the conditions precedent, I will forward the purchase price to your office. Please note that we have also included a copy of the Ludus Privacy Policy.

Very truly yours,

Patrick Preece

This is not a loan.
This is a purchase and sale of property rights.
Disclosure Statement - Dated: November 20, 2014

Matter Name: [REDACTED] v. NFL

Amount of the Advance: Eighteen Thousand Three Hundred Seventy Five Dollars (\$18,375)

Costs of this Advance: 15.9% for every six months, or portion of six months, from the date of the Agreement until the date the Property is delivered to the Purchaser plus a one-time document preparation and processing fee in the amount of Eight Hundred Seventy Five Dollars (\$875.00) which will be deducted from the amount of the Purchase Price; provided, however, that should the Proceeds be returned within the first six month period (or portion thereof), the rate for said initial period shall be 20%.

Compounding Period: None.

Annualized Rate: 31.8%¹

Illustrative Payment Schedule:

Proceeds received after:	November 20, 2014	But on or before:	May 20, 2015	Amount due is:	\$22,050.00
Proceeds received after:	May 20, 2015	But on or before:	November 20, 2015	Amount due is:	\$24,218.00
Proceeds received after:	November 20, 2015	But on or before:	May 20, 2016	Amount due is:	\$27,140.00
Proceeds received after:	May 20, 2016	But on or before:	November 20, 2016	Amount due is:	\$30,062.00
Proceeds received after:	November 20, 2016	But on or before:	May 20, 2017	Amount due is:	\$32,983.00
Proceeds received after:	May 20, 2017	But on or before:	November 20, 2017	Amount due is:	\$35,905.00

And so on consistent with the provisions of paragraph 1 (a).

I HAVE READ THIS DISCLOSURE STATEMENT AND THE AGREEMENT AND UNDERSTAND THE TERMS OF THE ADVANCE I AM RECEIVING THEREUNDER. I UNDERSTAND THAT I HAVE 5 DAYS TO CANCEL THIS AGREEMENT AS PROVIDED IN PARAGRAPH 18.

[REDACTED]

¹ This is an estimate and assumes the advance is recovered exactly 365 days from the date of this Agreement and excludes the \$875.00 Processing Fee in the Annualized Rate (the "Rate") calculation. Your actual Rate will vary considerably from this estimate and will likely be higher depending upon the actual time periods involved. The inclusion of Processing Fee and/or the Broker Fee (if any) may also have a material impact on the actual Rate and would cause it to be higher.

**ASSIGNMENT, SALE, SPRINGING ASSIGNMENT, & EQUITABLE LIEN
AGREEMENT**

This is not a loan.

This is a purchase and sale of property rights.

THIS AGREEMENT (the "Agreement") is made and dated as of **November 20, 2014**, by and between [REDACTED] (the "Seller"), and **Ludus Capital** with a principal place of business located at 220 Congress Park Drive, Suite 215, Delray Beach, FL, 33445 (the "Purchaser").

Seller represents to Purchaser that Seller is the plaintiff in a certain litigation entitled [REDACTED] v. NFL pending in the **United District Court, Eastern District of Pennsylvania** bearing Index # **2:12-md-02323-AB** (the "Litigation"). The Litigation is the subject of a filed complaint and has been answered by the defendants thereto. Seller may be entitled to proceeds from the Litigation as compensation for personal injuries sustained in a certain accident which occurred on or about [REDACTED] which is the subject of the Litigation (the "Proceeds").

At Seller's request, Purchaser has agreed to purchase from Seller for the sum of **Eighteen Thousand Three Hundred Seventy Five Dollars (\$18,375.00)** (the "Purchase Price") a portion of the Proceeds both immediately and at the instant such proceeds come into being. Seller has agreed to pay a one-time document preparation fee in the amount of **Eight Hundred Seventy Five Dollars (\$875.00)** (the "Document Fee") which amount will be deducted from the Purchase Price and paid to Purchaser at the Closing. It is anticipated that the Litigation will be resolved in or about December 2016.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. Sale Agreement, Assignment or Springing Assignment, Equitable Lien & Purchase Price:**
 - a. Seller hereby agrees that:**
 - i. Immediate Assignment:** To the extent permitted by law applicable to this transaction, Seller hereby sells and assigns to Purchaser and Purchaser hereby purchases from Seller, Sellers entire right, title and interest in, to and under a portion of the Proceeds to be determined as set forth in section 1 (a) (iii).
 - ii. Springing Assignment:** To the extent that a current assignment of the Proceeds or any portion thereof is impermissible under applicable law, then paragraph 1 (a) (i) shall be deemed null and void and in such event, Seller does hereby agree and does sell and assign to Purchaser and Purchaser hereby purchases from Seller, Sellers entire right, title and interest in, to and under a portion of the Proceeds at the instant such Proceeds come into being by virtue of a judgment, settlement, verdict or other disposition of the Litigation with the amount of such Proceeds to be

Seller's Initials: _____

determined as set forth in section 1 (a) (iii). Furthermore, in such event, to the fullest extent permitted by law, Seller hereby grants to Purchaser an equitable lien, in, to and upon Seller's right to the Proceeds resulting from the Litigation and the claims asserted therein to secure Purchaser's receipt of the benefits of the bargain it is making under the terms of this Agreement.

iii. **Calculation of Proceeds:** If the Proceeds are received by Purchaser within six months of the date hereof the amount assigned hereunder shall equal the Purchase Price plus 15.9% of the Purchase Price. For each six month period (or portion thereof) thereafter, the amount assigned hereunder shall be increased by an amount equal to 15.9% of the Purchase Price. Provided, however, that should the Proceeds be returned within the first six month period (or portion thereof), the rate for said initial period shall be 20%. The Proceeds subject of this agreement shall be referenced herein as the "Property".

b. **Purchase Price:** In full payment for the Property and in consideration of its sale and assignment to Purchaser, Purchaser shall pay to Seller the Purchase Price upon satisfaction of all Conditions Precedent as hereinafter defined and Purchaser's satisfaction that all representations are truthful and complete in all respects.

2. **Closing.** The Purchase Price shall be paid to Seller within five (5) business days after satisfaction of the conditions precedent and delivery to Purchaser of all documents necessary to fully and sufficiently evidence the sale, made hereby in respect of the Property, including, without limitation, the execution of: (i) this Agreement; (ii) Irrevocable Instructions to Counsel (Exhibit "A"), and (iii) Acknowledgment of Counsel (Exhibit "B"). Exhibits "A" and "B" shall be referred to herein as the Exhibits.

3. **Representations, Warranties and Covenants of Seller.** Seller represents and warrants as follows:

a. The Social Security number of Seller is [REDACTED] and Seller's spouse, [REDACTED] is [REDACTED], and Seller presently resides at the address first set forth above and has not resided at any other address in the past five (5) years except at:

b. Seller has full power and authority to enter into this Agreement and sell the Property to Purchaser and does not require the consent of any third party, including any present or former spouse, to do so, except as shall be required by law, rule or regulation.

c. Seller has not previously assigned all or any portion of the Proceeds to any person, firm or corporation except to Purchaser as set forth herein and except as specifically listed below:

Name of Assignee/Lender: _____ Date of Assignment/Loan: _____ Amount of Assignment/Loan: _____

- d. Seller is not subject to any outstanding judgment, levy or claim.
- e. There are no lawsuits pending or threatened against Seller, and Seller knows of no basis for any such lawsuit or claim against Seller.
- f. Seller is not indebted to any present or former spouse for support, maintenance or similar obligations, nor is Seller indebted to any child, or the guardian of any child, for any child support or similar payments and Seller has never received Aid to Families with Dependent Children, food stamp benefits or low income energy assistance benefits, and the Proceeds are not subject to any lien by any governmental agency to which payment for such benefits would be owed.
- g. Seller has paid all Federal, state and local taxes due through and including the date hereof, or has made adequate provision for such payments.
- h. There are no outstanding and unsatisfied judgments against Seller.
- i. There are no outstanding federal, state or local tax liens against Seller.
- j. Seller has not entered into this transaction for the purpose of evading creditors;
- k. Seller is of sound mind and not acting under duress.
- l. Seller has not relied on any representations or statements made by Purchaser, its agents or attorneys, in connection with this transaction or the tax or financial consequences hereof, and Seller has sought and received independent tax, financial and legal advice with respect to this transaction from Seller's own attorneys, accountants, financial and tax advisors.
- m. All statements of Seller made herein or in certificates of other documents delivered by Seller to Purchaser hereunder or in connection wherewith are true, accurate and complete and do not omit to disclose anything which make the statements made herein or therein incomplete or materially misleading and the information set forth in the Recitals first appearing above is true and correct in all material respects.
- n. Seller hereby authorizes Purchaser or its agents to conduct such credit and other searches as may be necessary in order to confirm the foregoing and shall cooperate fully with Purchaser in this regard, including the execution of such other or further documents as may, at the sole option and in the sole discretion of Purchaser, be determined to be needed or reasonable.
- o. Seller will in good faith fully participate in the Litigation and cooperate in all respects with the prosecution of the Litigation to a successful conclusion.
- p. Seller intends this transaction to be and agrees that this transaction is a purchase and sale.
- q. This transaction is NOT a LOAN.
- r. **To protect Purchaser against the possibility of disputes with third parties Seller will not hereafter assign or grant to any party any interest in or to the Proceeds nor permit or suffer the attachment of any lien in, to or upon the Proceeds. Any assignment, sale, conveyance, hypothecation, security interest or lien, or attempt to do any of the foregoing by Seller in violation of this paragraph shall be wholly void and of no effect.**
- s. **If the Litigation relates to a class action, the Seller will not opt-out or otherwise refuse to cooperate or take any other action or fail to take any action related to the prosecution and/or settlement of the class action.**

4. **Waiver of Claims.** Seller hereby releases and waives any and all claims or causes of action that this transaction is other than a purchase and sale.
5. **Conditions Precedent.** Notwithstanding anything to the contrary contained herein, the obligations of the respective parties are subject to and conditional upon the satisfaction of the following conditions (the "Conditions Precedent"):
 - a. Receipt by Purchaser of acceptable State and Local UCC searches, Federal and State Tax Lien searches and Bankruptcy searches;
 - b. Receipt by Purchaser of properly executed Agreement and Exhibits;
 - c. Receipt by Purchaser of a filed copy of the Complaint and Answer.
6. **Waiver of Defenses.** Seller hereby waives any and all defenses to the enforcement of this Agreement and the Exhibits and specifically and unconditionally waives any claims that the Proceeds are not assignable, that this transaction is a loan or that any other provision of this Agreement and the Exhibits is invalid or unenforceable in any respect.
7. **Brokerage.** Seller represents and acknowledges to Purchaser that no broker, finder or other person was involved or instrumental in arranging for the within transaction, and no other person is entitled to a fee, payment, commission or otherwise in respect of any matters provided for herein.
8. **Counsel; Counsel Fees.** All costs, expenses and filing fees, including the legal fees of Purchaser shall be the sole responsibility of Purchaser. Seller shall be solely responsible for the payment of Seller's own legal fees. In the event of any dispute between the parties concerning this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, incurred in connection with such dispute.
9. **Discharge of Adverse Claims.** Purchaser shall be entitled to discharge any adverse claims against any of the Proceeds whether or not such adverse claims are disclosed. Purchaser may directly pay any and all amounts necessary, or if the Purchase Price has been deposited into an Escrow, instruct the Escrow Agent to pay any and all amounts necessary to discharge such liens or other adverse claims. Any amounts so paid shall be deducted from the Purchase Price.
10. **Governing Law/Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to its choice of law provisions. Any action to enforce any provision of this Agreement shall be brought in New York City.
11. **Assignment.** The obligations and rights of Seller under this Agreement shall not be assigned or otherwise transferred. The obligations and rights of Purchaser may be further assigned or transferred by Purchaser, provided that any transferee specifically agrees to be bound by the terms and conditions hereof. Seller hereby acknowledges that Seller has been informed, prior to entering into this Agreement, that the assignment of the Property

and the payment of the Purchase Price may be simultaneous with a resale thereof to a third party investor who will rely upon the truth and accuracy of Seller's representations and warranties given herein and as otherwise given in connection with this transaction.

12. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.
13. **Section Headings.** The section headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.
14. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the matters and transactions contemplated hereby and supersedes any and all prior agreements and understanding with respect thereto. No representations have been made, or relied upon, by either party except those set forth in this Agreement, including, but not limited to, any representations regarding the tax consequences of this transaction.
15. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the validity or enforceability of any other provision of this Agreement shall not be affected thereby.
16. **Amendment and Waiver.** Except as otherwise provided in this Section, this Agreement may be amended or modified, and performance of any covenant or agreement herein contained may be waived or modified only by an instrument signed by the parties hereto. The waiver or modification by a party of performance, or of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other performance or breach thereof.
17. **Attorney's Fees.** In the event an action is commenced in any forum to enforce the rights of a party to this Agreement, then the prevailing party in such action shall be entitled to all reasonable attorneys' fees (at trial and all appellate levels) actually incurred, along with costs.
18. **Security Agreement.** As a condition to receipt of the Purchase Price, Seller grants to Purchaser a security interest in the Property. The parties hereby intend and agree this Agreement is to be effective as a security agreement under Article 9.
19. **Cancellation.** You may cancel this Agreement without any liability within five (5) business days of the date you receive funding by sending Purchaser written notice of your desire to cancel along with the full amount you were paid pursuant to paragraph 1 of this agreement (i.e. the Purchase Price less any applicable Document Fee). If you wish to cancel you should send a notice of cancellation along with the full amount you received or that was paid on your behalf to:

Ludus Capital
Attn: Patrick Preece
220 Congress Park Drive, Suite 215, Delray Beach, FL, 33445

If you have any questions about this Agreement or how to cancel this Agreement you should consult with your attorney. You may also call with any questions 917-701-3116

DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT COMPLETELY OR IF IT CONTAINS ANY BLANK SPACES. BEFORE YOU SIGN THIS CONTRACT YOU SHOULD OBTAIN THE ADVICE OF YOUR ATTORNEY. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CONTRACT.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

"Seller"

"Purchaser"
Ludus Capital

By: _____
Title: _____
Date: _____

ACKNOWLEDGMENT

STATE OF OHIO}

SS:

COUNTY OF _____}

On this _____ day of _____, 2014, before me the undersigned personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument the individual executed the instrument.

Notary Public

7

Seller's Initials: _____

Assignment Agreement RE : _____ v. NFL

CONSENT OF SPOUSE

(if applicable)

Seller: [REDACTED]

I, [REDACTED] have the following marital status:

initial ☐ I have never been married.

initial ☐ I am divorced and the date of my divorce was _____.

initial ☐ I am legally separated and the date of my separation was _____.

initial ☐ I am presently married. My spouses name is _____.

[Note: If you are presently married or were married at the time of the accident your spouse or former spouse must execute this agreement]

The undersigned, spouse or former spouse of the Seller named herein, hereby consents to and approves the foregoing Agreement and Exhibits to the extent required by law and acknowledges having fully read the Agreement and Exhibits and fully understanding its terms.

Signature of spouse or former spouse

Print name of spouse/former spouse

ACKNOWLEDGMENT

STATE OF OHIO}

SS:

COUNTY OF _____}

On this _____ day of _____, 2014, before me the undersigned personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument the individual executed the instrument.

Notary Public

Limited Irrevocable Power of Attorney

I, [REDACTED] as principal(s) do hereby constitute and appoint, Ludus Capital, whose address is 220 Congress Park Drive, Suite 215, Delray Beach, FL, 33445 as my true and lawful attorney for me, and in my name, place and stead for the following purposes:

(A) To endorse any and all settlement checks payable to me with respect to the matter entitled [REDACTED] v. NFL, which is the same matter a portion of the Proceeds of which I have assigned to Ludus Capital as evidenced by the foregoing Agreement.

I understand that by virtue of making this power of attorney I have empowered my attorney in fact to take certain acts. This power of attorney is coupled with an interest and shall survive my death or incapacity. This power of attorney may not be revoked or changed except upon written agreement of Ludus Capital.

IN WITNESS WHEREOF,

I have hereunto set my hand and seal this _____ day of _____, 2014.

"Seller"

[REDACTED]

ACKNOWLEDGMENT

STATE OF OHIO}

SS:

COUNTY OF _____}

On this _____ day of _____, 2014, before me the undersigned personally appeared [REDACTED] personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument the individual executed the instrument.

Notary Public

Exhibit "A"
Irrevocable Instructions to Counsel

I, [REDACTED], hereby irrevocably instruct my attorney, **Charles Zimmerman** and any subsequent or superseding attorneys, ("Attorneys") I may retain to provide information regarding the status and progress of the Litigation ([REDACTED] v. NFL) to Purchaser, Ludus Capital, its successors or assigns.

I specifically direct my Attorneys to pay directly to Purchaser the full amount due to Purchaser under the terms of the attached Agreement from the proceeds of the Litigation.

I specifically and irrevocably direct my Attorney to ignore and refuse to honor any transaction which is made or entered into by me in violation of paragraph 4 of the Agreement and to immediately advise Purchaser of any facts that should cause a reasonably prudent attorney to believe that a pending or attempted violation of those provisions was or might be occurring.

These instructions may not be altered or revoked so long as any portion of the Property has not been delivered to Purchaser.

Dated: _____

Exhibit "B"
Acknowledgment by Counsel

I, **Charles Zimmerman** individually and as an authorized representative of the law firm of **Zimmerman Reed, PLLP**, hereby represent and warrant that **Zimmerman Reed, PLLP** represents the Seller in a certain personal injury claim referenced below and I am familiar with the facts and circumstances of that matter. I have reviewed this contract and explained its terms to my client including the annualized rate of return applicable hereto. I acknowledge that Seller has assigned to Purchaser the Property and granted Purchaser Seller's entire right, title and interest thereto. I acknowledge that the Property being assigned under the terms of the Agreement is owned by the Seller. I have no objection to this assignment. I hereby certify that the amounts and representations set forth herein are true and accurate to the best of my knowledge. I will use my best efforts to ensure that the provisions of paragraph 4 of the Agreement are honored by Seller and to immediately advise Purchaser of any facts that should cause a reasonably prudent attorney to believe that a pending or attempted violation of those provisions was or might be occurring. If the Proceeds or any portion thereof come into my possession I will hold such portion of same as constitutes the Property, together with any permitted fees and costs as set forth in the Agreement, as fiduciary for Purchaser, Ludus Capital. I will immediately notify Ludus Capital that I have become possessed of its property and will deliver the property to Ludus Capital pursuant to its instructions. I have reviewed the agreement and explained the terms and conditions of same to my client, [REDACTED]

There are no pending appeals or motions which if adversely decided could reasonably be expected to have an adverse effect on the lawsuit referenced herein and/or my client(s)' ability to win this case.

I am aware of no other assignments, claims, liens or interests of third parties to any of the proceeds in this matter except as disclosed in writing to Purchaser.

Dated: APR 24 2014

Zimmerman Reed, PLLP

By: **Charles Zimmerman**

Matter Name: [REDACTED] v. NFL
Index #: **2:12-md-02323-AB**
Seller: [REDACTED]

Method of Payment Request Form

November 20, 2014

RE: [REDACTED] v. NFL

Dear [REDACTED]

We appreciate you doing business with Ludus Capital. At the close of this transaction, we will remit your funds by check or direct deposit as you indicate below.

Please select **ONE** payment method below:

☐ **AT FUNDING, I WANT TO RECEIVE A CHECK AT THE FOLLOWING ADDRESS:**

☐ **AT FUNDING, I WANT MY FUNDS TO BE TRANSFERRED TO THE FOLLOWING ACCOUNT:**

BANK ABA # (WIRES):

--	--	--	--	--	--	--	--	--	--

BANK ACH/ROUTING #:

--	--	--	--	--	--	--	--	--	--

Bank Name: _____

Exact Name(s) on Bank Account: _____

Exact Address on Bank Account: _____

Telephone number of Bank Account: _____

Type of Account: ☐ Checking or ☐ Savings / ☐ Business or ☐ Personal

What state was the account opened in? _____

Bank Account #:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Bank Phone: (_____) _____ - _____

Please acknowledge that the information above is correct by signing below. An additional \$25 fee will be assessed if information is incorrect.

Acknowledgement:

[REDACTED]

Date: _____

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Seller's Initials: _____

Assignment Agreement RE : [REDACTED] v. NFL

Class Action Opt-Out Waiver

If the Litigation relates to a class action, the Seller hereby agrees that unless the advance is paid off in full, Seller waives the right to opt-out of the class action or any settlement or disposition thereof without the express written consent of the Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed. Any opt-out or attempt to opt-out in violation of this provision shall be wholly void and unenforceable in all respects.

Seller will not refuse to cooperate or take any other action or fail to take any action related to the prosecution and/or settlement of the class action.

Acknowledgement:



Date

Ludus Capital Privacy Policy

Ludus Capital ("Ludus") values the relationship it has with you and respects your right to privacy. We have established the following policies to assure that we are committed to protecting your privacy.

How We Safeguard Customer's Privacy

We know that the privacy of your personal information is important to you. That's why Ludus wants you to know how we protect your privacy and the measures we take to safeguard your information.

Our Privacy Pledge

In order to complete transactions with our customers in a prompt, efficient and professional manner, we depend on certain information. In gathering and maintaining this information, we pledge to:

- Collect the information needed to process, complete and service the transaction you have requested.
- Prevent unauthorized access to your information.
- Refuse to disclose health information to third parties for marketing purposes without your consent.
- Maintain control over the confidentiality of your personal information.
- Update you on our privacy practices when they change

How Do We Protect the Confidentiality and Security of Your Information?

We maintain physical, electronic and procedural safeguards to ensure your personal information is treated responsibly and in accordance with our privacy policy. We also restrict access to your personal information within our organization to those employees who need to know that information to process, complete or service your transaction, or to conduct Ludus's business. Employees who have access to customer information may use it only for legitimate business purposes.

Our Information Practices

The following policies and procedures protect the privacy of your information, whether you are a current or former customer:

Categories of Information We May Collect

In the normal course of business we may collect the following types of non-public information about you from the following sources:

Information we receive from you on applications, questionnaires, agreements and other forms (including name, address, income, social security number, information about certain of your assets and other household information).

- Data about your transactions with us, our affiliates or others (such as the specifics about your assets).
- Information available from external sources (such as publicly available records).
- Information, collected with your authorization, from consumer reporting agencies, and other sources (such as credit relationships, credit worthiness and history, or medical information).
- Health information collected with your authorization.

Safeguarding Customer Information

Access to customer information is limited to personnel who need the information to perform their job responsibilities. Physical, electronic, and procedural safeguards are in place to protect your personal information.

How We Use Customer Information

We may share or disclose your non-public personal information (as described above) with non-affiliated companies as described below.

We may disclose your information with non-affiliated companies, as allowed by law, as necessary to effect, process, administer, service or enforce a transaction you have requested.

We may share your information with non-affiliated companies as allowed by law, such as firms that perform services on our behalf including product administration and marketing. We require these companies to meet strict privacy standards.

We may disclose information to non-affiliated entities when required by law, such as to respond to a subpoena, to prevent fraud, or to comply with an inquiry by a government agency.

We may share your information with non-affiliated funders or lenders who are assisting us in processing, funding and completing the transaction you have requested.

Health Information Practices

We will not share your health information with third parties for marketing purposes without your consent.

Is Your Medical Information Confidential?

While we sometimes must collect medical information in connection with a transaction you have requested, we do not use or share it internally or externally, for any purpose except the following:

Monitoring the proceedings of your Litigation;

As required or permitted by law; or

As otherwise authorized by you.

Questions?

We value our customers and want you to understand how we use the information we collect. Please contact us if you have any questions about our privacy policy.

This privacy notice describes our privacy policy for both current and former customers and consumers.

If you need more information about this privacy policy, you can call us at 1-561-962-3300

Keeping Up-To-Date With Our Privacy Policy

This privacy policy takes effect May 5, 2014. We will inform you of our privacy policy at least once a year, as long as you are a customer of Ludus. You can always contact us for a copy by writing to: Ludus Capital, 220 Congress Park Drive, Suite 215, Delray Beach, FL, 33445. Please keep this notice for your records.

Amanda Klinger

From: Tina Olson
Sent: Friday, May 22, 2015 10:14 AM
To: Charles Zimmerman
Cc: Brian Gudmundson; Gordon Rudd
Subject: FW: [REDACTED]
Attachments: Exhibit B (Zimmerman-[REDACTED]); Ludus Capital Portfolio Memo [REDACTED]
[REDACTED]

Ludus has sold their claim to Peachtree and would like you to sign off on a new agreement.

From: Heidi Cuppy
Sent: Friday, May 22, 2015 10:01 AM
To: Tina Olson
Subject: FW: [REDACTED]

HEIDI S. CUPPY | PARALEGAL

ZIMMERMAN REED, PLLP
1100 IDS Center, 80 South 8th Street
Minneapolis, MN 55402 T 612.341.0400

[bio](#) | [website](#) | [map](#)

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From: Marci Roman [<mailto:mroman@walkerpreston.com>]
Sent: Friday, May 22, 2015 9:57 AM
To: Heidi Cuppy
Cc: Adam Connors
Subject: Re: [REDACTED]

Ms. Cuppy,

Please find the attached memo and Exhibit B explaining our request on your client [REDACTED]. Please let us know if you have any questions.

Please also confirm receipt.

Thank you,

Marci Roman | Walker Preston Capital
220 Congress Park Dr., Suite 215 Delray Beach, FL 33445
[\(800\) 552-8579](tel:(800)552-8579)
[\(561\) 214-4028](tel:(561)214-4028) fax
mroman@walkerpreston.com

On Mon, Nov 24, 2014 at 11:56 AM, Heidi Cuppy <Heidi.Cuppy@zimmreed.com> wrote:

HEIDI S. CUPPY | PARALEGAL

ZIMMERMAN REED, PLLP
1100 IDS Center, 80 South 8th Street
Minneapolis, MN 55402 T [612.341.0400](tel:612.341.0400)

[bio](#) [website](#) [vCard](#) [map](#)

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From: Marci Roman [<mailto:mroman@walkerpreston.com>]
Sent: Monday, November 24, 2014 10:56 AM
To: Heidi Cuppy
Cc: [REDACTED]; Adam Connors
Subject: [REDACTED]

Hello,

I received [REDACTED] signed portion of the contract. Could you forward me the Exhibit B that Mr. Zimmerman signed?

Thank you,

--

Marci Roman | Walker Preston Capital

220 Congress Park Dr., Suite 215 Delray Beach, FL 33445

[\(800\) 552-8579](tel:(800)552-8579)

[\(561\) 214-4028](tel:(561)214-4028) fax

mroman@walkerpreston.com

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--

Marci Roman | Walker Preston Capital
220 Congress Park Dr., Suite 215 Delray Beach, FL 33445
(800) 552-8579
(561) 214-4028 fax
mroman@walkerpreston.com

Exhibit "B"
ACKNOWLEDGMENT BY COUNSEL

The undersigned attorney, individually and as authorized representative on behalf **Zimmerman Reed, PLLP** (the "**Firm**"), hereby acknowledges and agrees that:

1. I represent [REDACTED] ("**Seller**") in the Claims (as defined in that certain Assignment, Sale, Springing Assignment, & Equitable Lien Agreement (the "**Agreement**"), dated as of **May 29, 2015**, by and between Seller and Peachtree Funding Northeast, LLC ("**Purchaser**").
2. I will honor the assignment by Seller to Purchaser as contemplated under the Agreement, including without limitation: (a) holding, as fiduciary for Purchaser, any Proceeds (as defined in the Agreement) that shall constitute Property (as defined in the Agreement), together with any permitted fees and costs as set forth in the Agreement; (b) promptly notifying Purchaser that I have become possessed of any Proceeds that may constitute Property and (c) providing information to Purchaser about the Claims and any related litigation, including the existence and amount of any existing liens and prior assignments and the status of the Claims and any related litigation.
3. I will honor the instructions of Seller to disburse that portion of the Proceeds constituting Property to Purchaser in accordance with the Irrevocable Instructions to Counsel in form identical to those attached as Exhibit A to the Agreement as signed by Seller contemplating the execution of this Assignment.
4. To my knowledge, without independent inquiry: (a) the representations and warranties of Seller set forth in Section 3 of the Agreement are true and accurate in all material respects and (b) there are no liens against or prior assignments of the Proceeds, except any such liens or assignments that have been previously disclosed to Purchaser.
5. I have reviewed the Agreement and explained to Seller its terms, including the annualized rate of return applied to calculate the amount to be paid by Seller.
6. To the best of my actual knowledge, Seller has the legal capacity and competency to enter into the Agreement and has not had a guardian, conservator, custodian, curator or any other similar agent appointed to act on Seller's behalf due to a lack of legal capacity or competency.

Zimmerman Reed, PLLP

Dated: _____

(Attorney Sign Here)

By Attorney: _____,
(Attorney Print Name Here)
both individually and as authorized representative of
Zimmerman Reed

ACKNOWLEDGMENT

STATE OF _____}

SS:

COUNTY OF _____}

On this _____ day of _____, 2015, before me the undersigned personally appeared Attorney _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument the individual executed the instrument.

Notary Public

LUDUS CAPITAL

May 21, 2015

Zimmerman Reed, PLLP
1100 IDS Center, 80 South 8th Street
Minneapolis, MN 55402
Attn: Charles Zimmerman

RE: Sale of Assignment Agreements

Dear Mr. Zimmerman:

This notice is to inform you that Ludus Capital, LLC ("Ludus") is selling its portfolio of Assignment Agreements to Peachtree Funding Northeast, LLC ("Peachtree"). Your firm has acknowledged Ludus' lien previously for the Assignment Agreements related to the individuals you represent in case bearing Index 2:12-md-02323-AB involving the NFL ("Exhibit B" of the Assignment Agreement). Enclosed is a new Exhibit B in favor of Peachtree that we ask you to execute and which will replace the Exhibit B you executed in favor of Ludus.

In addition, Ludus would like to discuss your other clients' funding needs at your convenience.

Please let me know if you have any questions or comments.

Kind regards,

Patrick Preece
Chief Executive Officer, Ludus Capital LLC

Tina Olson

From: Tina Olson
Sent: Thursday, May 28, 2015 2:39 PM
To: Adam Connors; Charles Zimmerman
Cc: 'Patrick Preece'; [REDACTED]
Subject: RE: Updated Exhibit
Attachments: [REDACTED]

Mr. Connors:

Attached please find the fully executed Exhibit B – Acknowledgment by Counsel form.

Thank you.

TINA M. OLSON | PARALEGAL

ZIMMERMAN REED, PLLP
1100 IDS Center, 80 South 8th Street
Minneapolis, MN 55402 T 612.341.0400

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From: Adam Connors [mailto:aconnors@walkerpreston.com]
Sent: Thursday, May 28, 2015 1:33 PM
To: Charles Zimmerman
Cc: 'Patrick Preece'; [REDACTED] Tina Olson
Subject: RE: Updated Exhibit

Many thx.
Make it a great day!

Adam Connors

Managing Director | Walker Preston
office: 201.377.2346 cell: 201.921.4397
Aconnors@walkerpreston.com

From: Charles Zimmerman [mailto:Charles.Zimmerman@zimmreed.com]
Sent: Thursday, May 28, 2015 2:34 PM
To: Adam Connors
Cc: Patrick Preece; [REDACTED] Tina Olson
Subject: Re: Updated Exhibit

I signed and Tina will provide today via PDF I expect.

CHARLES S. ZIMMERMAN | Chairman

ZIMMERMAN REED, PLLP
1100 IDS Center, 80 South 8th Street
Minneapolis, MN 55402 T 612.341.0400

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On May 28, 2015, at 1:32 PM, Adam Connors <aconnors@walkerpreston.com> wrote:

Hi Bucky,
Would you be able to get us the updated Exhibit by day's end?
Apologies for being so aggressive. We are a bit under the gun on time.
I very much appreciate your attention to this matter.

Make it a great day!

Adam Connors

Managing Director | Walker Preston
office: 201.377.2346 cell: 201.921.4397
Aconnors@walkerpreston.com

From: Adam Connors [<mailto:aconnors@walkerpreston.com>]
Sent: Thursday, May 28, 2015 9:21 AM
To: 'Charles Zimmerman'
Cc: [REDACTED] 'patrick@walkerpreston.com'
Subject: RE: Updated Exhibit

Charles,

To be clear, we are not looking to your firm to make any representations as to the success of [REDACTED] claim. In addition, this Advance (it is not a loan) is non-recourse so if [REDACTED] is not successful in his claim against the NFL, he is not responsible for paying back the Advance. That being said, we are looking for your firm to acknowledge the lien created by our Advance and to pay off the lien BEFORE remitting any potential proceeds to [REDACTED] should he prevail.

Kind regards,
Adam

Adam Connors

Managing Director | Walker Preston
office: 201.377.2346 cell: 201.921.4397
Aconnors@walkerpreston.com

From: Charles Zimmerman [mailto:Charles.Zimmerman@zimmreed.com]
Sent: Thursday, May 28, 2015 9:02 AM
To: Adam Connors
Cc: [REDACTED]
Subject: Re: Updated Exhibit

Adam

I want to be clear. Our firm does not represent that [REDACTED] qualified or might qualify for any compensable illness under the settlement terms. There has been no representation to you on his qualifying now or in the future
Further neither me or my firm will have any exposure under your loan to [REDACTED]

Please confirm

Charles S Zimmerman | Chairman
ZIMMERMAN REED, PLLP
www.zimmreed.com

On May 28, 2015, at 7:55 AM, Adam Connors <aconnors@walkerpreston.com> wrote:

Hi Bucky,
If you would be kind enough to get this taken care of ASAP I would very much appreciate it.
Many thx in advance!

Adam Connors

Managing Director | Walker Preston
office: 201.377.2346 cell: 201.921.4397
Aconnors@walkerpreston.com

From: Adam Connors [mailto:aconnors@walkerpreston.com]
Sent: Wednesday, May 27, 2015 4:40 PM
To: 'Charles.zimmerman@zimmreed.com'
Cc: 'heidi.cuppy@zimmreed.com'
Subject: Updated Exhibit
Importance: High

Hi Charles/Heidi,
Sorry for any confusion.....
I realized that I had not sent you the most updated Exhibit B.
If you would be kind enough to get this executed ideally today it would be much appreciated. We are supposed to submit this to Peachtree tomorrow.

On another note, Charles, please call me when you have a second so I can walk you through how our program works, so you can offer it to some of your other clients.

Make it a great day!

Adam Connors

Managing Director | Walker Preston
office: 201.377.2346 cell: 201.921.4397
Aconnors@walkerpreston.com

<Ludus Capital Portfolio Memo [REDACTED]

<Exhibit B Ohio (Zimmerman-[REDACTED])

This e-mail may contain information that is privileged, confidential or otherwise protected from disclosure under applicable law and is intended ONLY for particular clients, parties, or entities involved in litigation or dealings with the Zimmerman Reed, PLLP law firm. If you are not the intended recipient or have received this email in error, please notify us immediately by e-mail, discard any paper copies and delete all electronic files of the message. Any unauthorized review, use, disclosure or distribution of the e-mail or its attachment(s) is prohibited by law.

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Exhibit "B"
ACKNOWLEDGMENT BY COUNSEL

The undersigned attorney, individually and as authorized representative on behalf of Zimmerman Reed, PLLP (the "Firm"), hereby acknowledges and agrees that:

1. I represent [REDACTED] ("Seller") in the Claims (as defined in that certain Assignment, Sale, Springing Assignment, & Equitable Lien Agreement (the "Agreement"), dated as of May 29, 2015, by and between Seller and Peachtree Funding Northeast, LLC ("Purchaser").
2. I will honor the assignment by Seller to Purchaser as contemplated under the Agreement, including without limitation: (a) holding, ~~as necessary~~ for Purchaser, any Proceeds (as defined in the Agreement) that shall constitute Property (as defined in the Agreement), together with any permitted fees and costs as set forth in the Agreement; (b) promptly notifying Purchaser that I have become possessed of any Proceeds that may constitute Property and (c) providing information to Purchaser about the Claims and any related litigation, including the existence and amount of any existing liens and prior assignments and the status of the Claims and any related litigation.
3. I will honor the instructions of Seller to disburse that portion of the Proceeds constituting Property to Purchaser in accordance with Irrevocable Instructions to Counsel in form identical to those attached as Exhibit A to the Agreement as signed by Seller.
4. To my knowledge, without independent inquiry: (a) the representations and warranties of Seller set forth in Section 3 of the Agreement are true and accurate in all material respects and (b) there are no liens against or prior assignments of the Proceeds, except any such liens or assignments that have been previously disclosed to Purchaser.
5. Pursuant to Ohio Revised Code Section 1349.55(B)(6), I hereby acknowledge the following:
 - (a) I have reviewed the Agreement and all costs and fees have been disclosed including the annualized rate of return applied to calculate the amount to be paid by Seller;
 - (b) I am being paid on a contingency basis per a written fee agreement;
 - (c) All proceeds of the Litigation will be disbursed via my trust account or a settlement fund established to receive the proceeds of the Litigation from the defendant on behalf of Seller;
 - (d) I am following the written instructions of Seller with regard to the non-recourse civil litigation advance contemplated under the Agreement.
6. To the best of my actual knowledge, Seller has the legal capacity and competency to enter into the Agreement and has not had a guardian, conservator, custodian, curator or any other similar agent appointed to act on Seller's behalf due to a lack of legal capacity or competency.

*NON
Privileged*

Zimmerman Reed, PLLP

(Attorney Sign Here)

Dated: 5/27/2015

By Attorney: Charles S. Zimmerman

(Attorney Print Name Here)

both individually and as authorized representative of Zimmerman Reed, PLLP

ACKNOWLEDGMENT

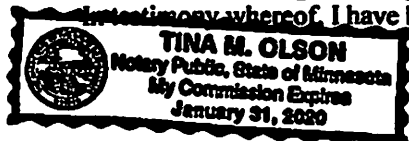
STATE OF Minnesota }

SS:

COUNTY OF Hennepin }

On this 27th day of May, 2015, before me, a Notary Public in and for said state, personally appeared the above-named Attorney, Charles S. Zimmerman, who acknowledged before me that he/she did sign the forgoing instrument and that the same is his/her free act and deed.

In testimony whereof, I have here unto subscribed my name and affixed my seal.



Tina M. Olson
 Notary Public, State of MN

Printed Name: Tina M. Olson

My commission expires: 1-31-2020

Seller's Initials _____